

EXHIBIT

“I”

FINAL

CONFIDENTIAL INFORMATION COGENT COMMUNICATIONS, INC.



Optical Internet

Sales Compensation Plan North America

January 1, 2010

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Sales Participant Name: _____

Sales Participant Title: _____

Assigned Sales Territory: _____

Manager: _____

Participant Signature: _____

Date: _____

EXHIBIT:	10
NAME:	
DATE:	6.21.12
SAMANTHA DOWNING, CSR	

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I. INTRODUCTION.

This Sales Compensation Plan (“The Plan” or “Plan”) replaces all previous compensation Plans, and, unless and until replaced, is in effect from **January 1, 2010** forward and governs all sales Orders closed by Participant and installed on or after **January 1, 2010**.

II. QUOTA AND QUOTA ATTAINMENT.

Sales Participant’s Quota for Total Monthly Revenue (TMR) production is set forth in the Plan Rider (Appendix A) attached hereto. For a description of TMR, please see the “Total Monthly Revenue” section under Section V below. With respect to the calculation of for quota attainment only, TMR is subject to the following conditions:

1. TMR will be calculated based upon Orders closed (i.e., “booked”) by Sales Participant in a calendar month and not Valid Installed Orders.
2. Monthly burstable revenue is not included in the TMR.
3. Leased line costs (MRR only, not NRR) associated with all Type II access circuits (off net) will contribute to TMR in an amount equal to the lesser of (a) the actual amount of leased line costs, or (b) the associated port charge. Leased line costs associated with T1 and E1 ports are not capped equal to the associated port charge and the entire amount of the leased line cost for T1 and E1 ports contribute to TMR.

Quota Ramp Schedule: Each RAM will be assigned a ramped Quota schedule for the first several months in the position, after which, full Quota will be in effect. The ramped Quota schedule is used for Quota Attainment purposes only. Commissions will be calculated at all times based on your full Quota. RAMs hired on or before the 15th of the month begin their ramp schedule in that month. RAMs hired on or after the 16th of the month begin their ramp schedule in the following month. Please see your Plan Rider for your specific ramp schedule.

III. SALES JURISDICTION:

Sales Jurisdiction is comprised of these two elements: 1) the Product Portfolio, and 2) the Sales Territory. Only valid sales that fall within a RAM’s assigned Product Portfolio and Sales Territory and adhere to all related sales policies will be credited towards quota relief and commission calculations.

Product Portfolio (Sellable Product Set): Participants are authorized to sell only those products within their assigned Product Portfolio as defined in the Plan Rider. In limited and defined cases, RAMs may sell outside their Product Portfolio. These cases are defined in the Sales Rules of Engagement (ROE) and are subject to Management pre-approval and oversight. Failure to receive the necessary pre-approvals may result in such orders being excluded from TMR for both quota attainment and commissioning purposes. In the event a Participant sells any Cogent Products outside the assigned

Product Portfolio (per allowable policies), partial TMR credit for such order will be applied for quota contribution and commission calculations. The pro-rated portion shall be calculated as follows:

- RAM I selling a RAM II or III product: 1/4 TMR value

Renewals & Downgrades: All sales representing a renewal or downgrade of previously existing services that do not, in aggregate, represent a net monthly increase in revenue, must be handled by the Retention Sales team. This includes deals sold by or through any valid Cogent Agent.

Sales Territory: Sales Territory (or Sales Region) is assigned in the Plan Rider (Appendix A) and is the geographical region into which the Sales Participant is authorized to prospect and sell. In limited and defined cases, RAMs may sell outside their Sales Territory. These cases are defined in the Sales ROE and are subject to Management approval and oversight. Sales Territories are defined in Appendix B.

IV. TOTAL COMPENSATION.

A Sales Participant is compensated through a combination of (a) Base Salary, (b) Commissions, and (c) other sales-related Bonuses.

A. **BASE SALARY.**

Base Salary is the fixed (non-variable) component of compensation. The Base Salary for a Sales Participant is established by Cogent senior management.

B. **COMMISSIONS.**

Commissions are the variable component of compensation. After the end of each month, Cogent's Finance Department will calculate the commissions due for such month based upon Total Monthly Revenue (TMR) from Valid Installed Orders closed by Sales Participant that are installed in that month. Commissions are calculated for a Sales Participant as follows:

$$\text{Commission} = \text{Total TMR} \times \text{Commission Rate (i.e., Commission \%)}.$$

Each Sales Participant's Monthly Commission Target and Commission Rate (%) is set forth in the Rider attached hereto. All Commissions are considered advances only from Cogent to the Sales Participant until fully earned as per the Chargeback policy set forth below.

Monthly Burstable Revenue: The commissionable month for any Monthly Burstable Revenue will be deemed to occur on the month following the burstable usage (subject to collection). Payment of Commissions on the Monthly Burstable Revenue, if any, will be on the 1st payroll date of the *second* month after the commissionable month (e.g., if Burstable Usage occurs in October, October is the commissionable month, and the first payment would be on December 1st).

Monthly Burstable Revenue will only be included in Total Monthly Revenue (TMR), and only during the first year of service. The amount of Monthly Burstable Revenue that will be included in TMR will be calculated as follows:

Monthly Burstable Revenue = (Burst Amount x Burstable Charge (per Mbps) / 12

The Burst Amount is the amount by which a burstable customer actually “bursts” during a calendar month over and above the base, or committed, amount of the contract, as calculated by Cogent.

For example: A Customer signs a GigE 90% burstable IP Transit Contract with a commitment of 200 Mbps and a price per Mbps of \$8 (for commitment and burst). The committed MRR of this contract is $200\text{Mbps} \times \$8/\text{Mbps} = \$1,600$. In the following month, the customer bursts for the first time at 200Mbps above his commitment for a total of 400Mbps. The Burst Amount is 200 Mbps. The Monthly Burstable Revenue for this month is $(200\text{Mbps} \times \$8)/12 = \133 and that amount is included in the Sales Participants’ Total Monthly Revenue for the commissionable month.

Commission Advances (RAM III & EU RAM Only): Notwithstanding any language in the Plan, commissions and any bonus payments for quota attainment for RAM IIIs will be advanced at 50% on the payroll date of the second month after the commissionable month and 50% on the payroll date of the third month after the commissionable month. For example, the commission for June of the Plan year is advanced 50% with the August Plan year payroll and 50% with the September Plan year payroll.

C. BONUSES.

Monthly Incentive Bonus (Quota Overachievement): Each Participant has the opportunity to earn monthly bonus payments each month if Total Monthly Revenue from Valid Installed Orders for such month exceeds the quota targets. Monthly Incentive Bonuses during ramp are calculated against full Quota, not ramp Quota. Please see your Plan Rider (Appendix A) for your specific bonus schedule.

Monthly Incentive Bonus (Units booked): Each Participant can earn an additional bonus payment each month if the aggregate number of new orders (as measured by discrete order numbers) for services closed in the month meets or exceeds the unit targets set forth in the Unit Bonus Schedule (see Plan Rider: Appendix A). All units must be in a non-hold (i.e., forward moving) status at the time of bonus calculation for the month in which the units were originally sold. Units on-hold for any reason will not be considered valid for the purpose of bonus calculations. Unit types excluded from this bonus are: Cross Connects; VC Services; Power; BGP sessions; IPv6.

Other Bonuses: Other bonuses, such as cash and non-cash awards (e.g., trips, prizes of any sort, etc.) for which Participants may be eligible under Sales Executive Management Bonus pool programs, may be available from time to time. Any such bonuses are not considered part of the Sales Compensation Plan and are strictly at the discretion of the VP of Global Sales. Bonus programs will be defined by Sales Management and communicated to the sales team via various means as appropriate per the timing and nature of the program. Bonus programs and awards are subject to modification and/or cancellation at any time prior to payment. You must be employed at the time the Bonus is awarded and/or taken, in order to be eligible (i.e., if you qualify for a trip but are not employed at the time of the trip, you are not entitled to it.). In the event the recipient cannot or will not accept or take advantage of a non-cash award, the award will not be converted to cash or deferred; it will be forfeited in whole. All Bonuses are subject to all applicable taxes and will be reported by Cogent in the name of the winners to the appropriate entities. Company-wide bonuses may have their own set of criteria and qualifications apart from sales-related Bonuses. No variances can be made to this policy unless made by the VP of Global Sales in writing and approved in writing by the CEO and the Chief Legal Officer of Cogent.

V. **PLAN ADMINISTRATION AND OTHER POLICIES.**

This Plan is subject to the following:

Total Monthly Revenue (TMR): The basic formula for calculating TMR as it contributes towards commissions is as follows (subject to all additional conditions listed herein):

(One Month MRR value) + (1/12th NRR value) + (1/12th Monthly Burstable Revenue)

TMR is subject to the following additional conditions:

1. Monthly Recurring Revenue (MRR) must be new incremental port revenue.
2. Non-Recurring Revenue (NRR) is all new one-time charges associated with all sales and not specifically excluded elsewhere herein. The first \$1000 of any expedite fee is not counted towards NRR, but the remainder is. All eligible NRR contributes to TMR at one twelfth (1/12) the actual value.
3. MRR from Move/Add/Change Orders (i.e., MAC Orders) of existing Valid Installed Orders that do not increase the MRR for such Order will not be included in the MRR. For MACs of existing Valid Installed Orders that do increase MRR, only the amount of net increase will be included in the MRR. One-twelfth (1/12th) of the NRR associated with MAC Orders of existing Valid Installed Orders will be counted towards TMR.
4. Type II access circuits are a combination of port and loop charges ("off net"). For T1 and E1 Orders only, the MRR (and not the NRR) associated with both port and loop charges will be counted towards TMR. For all other Orders for Type II access circuits, only the MRR associated with the port will be credited towards TMR. For example, the revenue attributable to the loop charge (which is a pass-through cost to Cogent) and any mark-up thereon shall not be credited towards TMR.
5. For co-location orders, the revenue attributable to the power charge (which is a pass-through cost to Cogent) shall not be credited towards TMR.

Commission Calculations: Commission payments will be calculated by Finance and are subject to all conditions set forth herein.

Timing of Payments: The Total Monthly Revenue (TMR) for a closed order is included in Quota attainment in the month the order is executed by the Customer and submitted to Sales Operations; however, it is not included in the commission calculation until the month in which the Valid Installed Order is actually installed. For example, a customer executes an Order for Cogent service in May and is installed on June 25, as per the Cogent billing records. This Order will be a Valid Installed Order as of June. The TMR associated with this Valid Installed Order will be included in the Commission calculation for the Sales Participant of record for June, and if otherwise payable, will be advanced as per the Commission Payout Schedule in August. Please note that the MRR for that Order will count towards Quota attainment for the Sales Participant of record for May.

Commissions earned for each month are advanced on the first pay period of the second month after the end of the month in which they are earned (e.g. Commissions earned in June are paid in August). Pay dates falling on a weekend or holiday are typically paid on the previous business day.

Valid Installed Orders: A sales Order must meet all criteria of a Valid Installed Order (defined below) in order for the MRR and NRR from such order to be included in Total Monthly Revenue. An executed Order cannot be held back from one month to the next. Any Order held for more than three days from the date of execution by the customer will not qualify as a Valid Installed Order (and thus is not commissionable) and will subject the Sales Participant to disciplinary action. Valid Installed Orders are defined as meeting all of the following criteria:

1. Complete, executed CSA (including acknowledgment of all applicable Cogent Terms and Conditions of Service and any attachments) by independent customer submitted to Sales Operations within the proper timeframe;
2. Valid Cogent promotion and a product that Participant is permitted to sell;
3. Approved by Sales Management in OPM;
4. Validated by Sales Operations;
5. For Layer 2 or transport service, a minimum of two valid and installable connection points, and Sales Engineering has approved the technical configuration of the Order. If any connection point is not installable, the Order will be rejected, unless approved by VP of Sales and vetted through Cogent's ICB process;
6. Order and CSA/contract terms approved and accepted by Sales Operations (if standard Order) and Legal (if not standard Order).
7. Order installed and service accepted by customer.

Chargebacks: Commission advances are not considered fully earned until the customer that signed the Valid Installed Order for which the Commission was advanced has been an active, paid customer of Cogent for at least six (6) full months for the service that is the subject of the Valid Installed Order, regardless of the length of the initial term for such Valid Installed Order. Therefore, should the service ordered on a Valid Installed Order be disconnected from Cogent during the first six (6) full months of service for any reason (Early Disconnection), a percentage of the MRR equal to the percentage of the *first year* of service remaining on the disconnected Valid Installed Order (counting full remaining months only), will be deducted from the Sales Participant's Total Monthly Revenue for such month (e.g. if a Customer's service with a MRR of \$1000 is disconnected with nine (9) months and ten (10) days of service remaining, then 75% of the MRR for such service, or \$750, will be deducted from that month's Total Monthly Revenue). Notwithstanding the foregoing, for purposes of calculating any over Quota bonus attainment, cancellations shall not be deducted from the TMR calculation.

In the event the required charge back for a month is in excess of 75% of a Sales Participant's TMR for such month, the amount deducted shall be limited to 75% of the Sales Participant's TMR. The remaining amount of the charge back will be carried forward and, in addition to any new charge backs, will be deducted from the following months' TMR (subject always to the 75% limitation) until the entire charge back is deducted.

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If you leave Cogent for any reason and an Early Disconnection happens with respect to a Valid Installed Order for which you received Commissions, you will remain liable for returning any Commissions advanced from such Valid Installed Order(s), and any outstanding balance due Cogent will be credited against any other Commissions still to be advanced to you (i.e., if you leave and have a balance due Cogent of \$500, you will not receive any additional Commissions that may otherwise still be payable after your departure until that balance has reached zero). The amount of Commission to be returned for Early Disconnections after you have left Cogent will be a percentage of the Commission advanced on that Valid Installed Order equal to the percentage of the first year of service remaining on the disconnected Valid Installed Order (e.g. if a Customer's service is disconnected with four (4) months remaining, then 33.33% of the Commission originally advanced for such Valid Installed Order will be deducted in the next pay period). Any additional amounts still owed to Cogent after deductions are to be paid to Cogent in full.

Cogent may also chargeback against Commissions amounts reflecting the corrections of billing errors or discrepancies or other issues that resulted in billing or 'goodwill' credits being extended by Cogent to the Customer.

Splits and Sharing of Commissions: Generally, there is no splitting or sharing of commissions and/or bonuses. Any instances of sharing in any manner must be approved in writing in advance by the Plan Administrator.

Multi-Site Opportunities: See the most current Sales Rules of Engagement (ROE).

Large Deal Payment Schedule: In the event that any single sale (including multi-port or multi-site deals for a single customer entity) represents 300% of quota or more, commissions on such sale will be paid in increments of 100% quota value per month until commissions for the sale are complete. All other conditions described herein apply.

Agent Opportunities: If an Agent signed by a Participant presents a sales opportunity for a product that is not within the RAM's Sales Jurisdiction, the sales opportunity must be turned over to the Participant's direct Manager for reassignment to a RAM who is authorized to sell such opportunity.

Employee Departure: If a Sales Participant leaves Cogent Communications voluntarily, Commissions will be advanced only for those Valid Installed Orders that are installed within thirty (30) days of his or her departure, subject to the payout/cancellation provisions set forth above. If a Sales Participant leaves Cogent Communications involuntarily, Commissions will be advanced only for those Valid Installed Orders that have been installed as of the date of that Sales Participant's departure, subject to the payout/chargeback provisions set forth above.

Individual Case Basis Sales Opportunities (ICB): All requests for non-standard pricing, installation or other similar provisions must be submitted to the VP of Global Sales and approved via the formal ICB review process. Every ICB will result in specific negotiated rates of MRR and other costs and will be commissioned at a rate that will be determined by the CEO in his sole discretion. ICBs include, but are not limited to, any non-standard projects or Services or any unique installation or up-front payments for a Service. No promotions are available to ICB sales opportunities requiring a dedicated build to the customer.

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Customer Contract Changes: All requests for customer contract changes or additions must be submitted to the appropriate Cogent Sales Manager for approval. Proposed changes will be sent to the Cogent Legal Department for final approval of form and language and preparation of the necessary documentation. All contracts changes or additions must be reviewed and approved by the Legal Department. Failure to abide by this policy may subject the Sales Participant to disciplinary action. Sales Participant may not make or enter into a side agreement, contract, guarantee or promise, whether written or oral, express or implied, with a customer that is outside the scope of or in addition to the Cogent-standard sales contract or approved form and any amendment approved by the Legal Department. Any such side agreements, guarantees, contracts or promises are strictly prohibited. Failure to abide by this policy may subject the Sales Participant to disciplinary action.

Bridge Payments: If one or more Bridge Payment(s) are set for a newly hired or promoted Sales Participant, it will be set forth in the attached Rider. If more than one Bridge Payment is listed, one Bridge Payment will be made for each of the number of months specified under the terms of the Plan. Bridge Payments are for new hires and newly promoted RAMs only and are discretionary. In order to receive a scheduled Bridge Payment, Sales Participants must be employed by Cogent at the time the Bridge Payment is made and must meet the minimum activities and training requirements as set forth by Cogent Sales Management and policy. You forfeit the right to receive any scheduled but unpaid Bridge Payment if your employment with Cogent is terminated, regardless of the reason. Failure to meet the minimum activities and training requirements may result in the Sales Participant not qualifying for any portion of the Bridge Payment, at the discretion of Cogent's VP of Global Sales.

Plan Modifications: Cogent Communications reserves the right to modify the Plan structure and/or to adjust Quota at any time during the Plan year, with changes or modifications becoming effective upon notice to Sales Participants (including notice by email).

No Relationship or Involvement with Customer or Competitor: As more fully set forth in the Employee Handbook and the Non-Compete/Confidentiality Agreement, all salespersons are forbidden from having any financial, employment or ownership involvement with a prospective or actual customer or competitor. Any passive investment in a prospective or actual customer or competitor must be immediately disclosed in writing to Cogent's Chief Legal Officer. That means you may not accept or pay (or offer to accept or pay) bribes, kickbacks or other similar remuneration or consideration; you may not solicit anything of value (e.g., gift, entertainment, etc.) from any individual or organization doing business with Cogent, or who hopes to do business with Cogent; and you may not engage in personal transactions with customers or suppliers with whom you have direct authority and decision-making power to transact Cogent business. The Marketing department must approve in advance all gifts to a prospective or actual customer or competitor. In addition, you cannot work for, provide services to, or assist, directly or indirectly, whether as employee, owner, manager, consultant, independent contractor or otherwise, any competitor of the Company (or any Competitor of the Company's affiliates) in any manner. This restriction extends to your family members (i.e., having a customer for whom your wife works is forbidden). **These foregoing restrictions cannot be altered, amended or revoked, except in writing signed by both the CEO and the Chief Legal Officer of Cogent.** Any orders submitted that are in conflict with these restrictions will not be considered Valid Installed Orders and any noncompliance with these policies can result in immediate termination of your employment.

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Fraudulent or False Orders: Any fraudulently submitted Orders will subject the Sales Participant to immediate termination of employment. It is your responsibility to ensure that all of your Orders are true and accurate. If an Order is submitted with false information, and you did not know the information was false, you must correct the information immediately upon your becoming aware of the false information and you may be disciplined for failure to proof your Orders. Submission of false information on Orders can result in immediate termination of your employment.

Compensation Disputes: If you believe you are owed a Commission on any Valid Installed Order, and 90 days have passed from the date on which a Commission for an installation allegedly should have been paid to you, you must report in writing by e-mail within 15 days thereafter the nature of dispute to the Plan Administrator with a copy to your direct supervisor. (Example: if Valid Installed Order is installed in January of the Plan year, then March 1 payroll is date it is "due" for these purposes, and if not paid to Sales Participant of record by the June 1 payroll for that Plan year (90 days later), then Sales Participant must file report of Commission dispute by June 15 of the Plan year (15 days later)). This duty to report Commission disputes covers all Commission disputes, including but not limited to calculation of Commissions, cancellations of Commissions, timing of payment, whether a Commission was paid to the proper person, and whether someone was promised a special Commission above and beyond the Plan or for a non-standard sale. The duty to report, moreover, cannot be waived or put on hold.

Interpretation: The final interpretation of this Plan is solely that of Cogent Communications and the Plan Administrator.

Plan Administration: Administration of this Plan, including all authority to interpret, execute, change, and otherwise is that of the Plan Administrator, defined collectively as the VP of Global Sales, the Chief Legal Officer, the CFO, and the CEO.

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AMENDMENT TO 2010 SALES COMPENSATION PLAN

In accordance with Section V of the Sales Compensation Plan for 2010 (the "Plan"), Cogent is providing notice of the following amendments to the plan:

1. The paragraph titled "Employee Departure" is deleted and replaced by the following:

"Employee Departure: If a Sales Participant leaves Cogent Communications, whether voluntarily or involuntarily, Commissions will be advanced for those Valid Installed Orders submitted by the Sales Participant prior to his or her departure that are installed after his or her departure, subject to the payout/cancellation provisions set forth above."

2. The following paragraphs are added to Section V of the Plan:

"Signatory Authority: Sales Participants are not authorized to sign any contract on behalf of Cogent.

Loss of Orders: You are solely responsible for familiarizing yourself with and following all applicable rules. If you sell a product or book an order in violation of any applicable rules, including without limitation, this Plan, the Sales Rules of Engagement, any rules or condition applicable to a sales promotion or any other applicable rule, you will be removed from that sales order and the order will not be counted towards your quota or included in your TMR. The foregoing includes selling products outside of your product set or geographic region. Exceptions to this policy must be granted prior to the sales order being signed by the customer and may only be granted by the Vice President of Global Sales. Manager and/or Director approval will not prevent the loss of an order. Orders lost as a result of a violation of rules may, at Cogent's sole discretion, be cancelled or designated as "house" accounts, i.e. accounts not assigned to any sales representative."

The amendments set forth above are effective immediately. Please indicate your receipt of this notice by signing this amendment and returning it to your manager.

Signature: _____

Print Name: _____

Date: _____

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Appendix A: Rider

APPENDIX A: 2010 Cogent Sales Compensation Plan Rider - RAM I

Sales Participant Name: _____ **Plan Date:** January 1, 2010
Assigned Sales Territory: _____ **Hire Date:** _____

Currency: US Dollar for US based RAMs;
 Canadian Dollar for Canadian based RAMs.

Monthly TMR Quota: \$3,500 **Monthly Commission Target:** \$3,200 **Commission Rate:** 91.4% **Bridge Payment**
 (*If eligible and subject to discretion of Plan Administrator)

	\$ Amt/Mo.	# of Months	Total Amt
	\$1,000	4	\$4,000

Booking Quota Ramp	
Ramp Month	Quota
Month 1	\$0
Month 2	\$1,000
Month 3	\$2,500
Month 4	\$3,500

*Applicable for newly hired RAMs only.

Monthly Unit Bonus	
Units Sold	Bonus
6	\$500
8	\$750
10	\$1,000
12	\$1,250
14	\$1,500

Quota Overachievement Bonus		
% of Quota	\$ Target	Payout
150%	\$5,250	\$500
175%	\$6,125	\$1,000
200%	\$7,000	\$1,500

*% of quota always applied against full quota, not ramp quota.

RAM Level	On-Net MTOBs ¹	Off-Net	Carrier Neutral Data Center	Cogent-Owned Data Center
RAM I	Can sell <u>all</u> products available in <u>regional</u> On-Net MTOBs	Can sell <u>all</u> products available in <u>regional</u> Off-Net locations	Can only sell FE or GE ports (L2 & L3) to Universities in territory, or corporate multi site ²	Can sell any L2 port, <u>L3 FE ports</u> , and all associated colocation products (rack, power, xconn) in <u>all</u> Cogent-owned Data Centers
RAM II	Can sell <u>all</u> products available in <u>regional</u> On-Net MTOBs	Can sell <u>all</u> products available in <u>regional</u> Off-Net locations	Can sell <u>FE and GE ports</u> in <u>regional</u> carrier neutral data centers	Can sell <u>FE and GE ports</u> in <u>all</u> Cogent-owned data centers
RAM III	Can sell <u>all</u> products available in <u>all</u> On-Net MTOBs	Can sell <u>all</u> products available in <u>all</u> Off-Net locations, but teaming is required for EU ports ³	Can sell <u>all</u> products available in <u>all</u> carrier neutral data centers	Can sell <u>all</u> products available in <u>all</u> Cogent-owned data centers
EU RAM	Can sell <u>all</u> products available in <u>all</u> On-Net MTOBs	Can sell <u>all</u> products available in <u>all</u> Off-Net locations, but teaming is required for NA ports ⁴	Can sell <u>all</u> products available in <u>all</u> carrier neutral data centers	Can sell <u>all</u> products available in <u>all</u> Cogent-owned data centers

¹MTOB = Multi-Tenant Office Building; ²Please refer to "Multi-Site Deals" in Sales ROE document;

³Ports that terminate in Europe; ⁴Ports that terminate in North America.

NOTICE: Only RAM III and EU RAMs may sell 10GE and Utility Computing, without exceptions.

Sales Participant Signature: _____ Date: _____

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Appendix A: Rider

APPENDIX A: 2010 Cogent Sales Compensation Plan Rider - RAM II

Sales Participant Name: _____ **Plan Date:** January 1, 2010
Assigned Sales Territory: _____ **Hire Date:** _____

Currency: US Dollar for US based RAMs;
 Canadian Dollar for Canadian based RAMs.

Bridge Payment
 (*If eligible and subject to discretion of Plan Administrator)

Monthly TMR Quota:	\$7,000	\$ Amt/Mo.	# of Months	Total Amt
Monthly Target Commission:	\$4,500	\$1,250	4	\$5,000
Commission Rate:	64.3%			

Booking Quota Ramp	
Ramp Month	Quota
Month 1	\$0
Month 2	\$1,000
Month 3	\$2,500
Month 4	\$4,000
Month 5	\$7,000

*Applicable for newly hired RAMs only.

Monthly Unit Bonus	
Units Sold	Bonus
6	\$500
8	\$750
10	\$1,000
12	\$1,250
14	\$1,500

Quota Overachievement Bonus		
% of Quota	\$ Target	Payout
125%	\$8,750	\$750
150%	\$10,500	\$1,250
175%	\$12,250	\$2,000
200%	\$14,000	\$3,000
250%	\$17,500	\$4,000
300%	\$21,000	\$5,000
350%	\$24,500	\$6,000
400%	\$28,000	\$7,000
450%	\$31,500	\$8,000

*% of quota always applied against full quota, not ramp quota.

RAM Level	On-Net MTOBs	Off-Net	Carrier Neutral Data Center	Cogent-Owned Data Center
RAM I	Can sell <u>all</u> products available in <u>regional</u> On-Net MTOBs	Can sell <u>all</u> products available in <u>regional</u> Off-Net locations	Can only sell FE or GE ports (L2 & L3) to Universities in territory, or corporate multi site ²	Can sell any L2 port, <u>L3 FE ports</u> , and all associated colocation products (rack, power, xconn) in <u>all</u> Cogent-owned Data Centers
RAM II	Can sell <u>all</u> products available in <u>regional</u> On-Net MTOBs	Can sell <u>all</u> products available in <u>regional</u> Off-Net locations	Can sell FE and GE ports in <u>regional</u> carrier neutral data centers	Can sell FE and GE ports in <u>all</u> Cogent-owned data centers
RAM III	Can sell <u>all</u> products available in <u>all</u> On-Net MTOBs	Can sell <u>all</u> products available in <u>all</u> Off-Net locations, but teaming is required for EU ports ³	Can sell <u>all</u> products available in <u>all</u> carrier neutral data centers	Can sell <u>all</u> products available in <u>all</u> Cogent-owned data centers
EU RAM	Can sell <u>all</u> products available in <u>all</u> On-Net MTOBs	Can sell <u>all</u> products available in <u>all</u> Off-Net locations, but teaming is required for NA ports ⁴	Can sell <u>all</u> products available in <u>all</u> carrier neutral data centers	Can sell <u>all</u> products available in <u>all</u> Cogent-owned data centers

¹MTOB = Multi-Tenant Office Building; ²Please refer to "Multi-Site Deals" in Sales ROE document;³Ports that terminate in Europe; ⁴Ports that terminate in North America.NOTICE: Only RAM III and EU RAMs may sell 10GE and Utility Computing, without exception.

Sales Participant Signature: _____ Date: _____

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Appendix A: Rider

APPENDIX A: 2010 Cogent Sales Compensation Plan Rider - RAM III

Sales Participant Name: _____ **Plan Date:** January 1, 2010

Assigned Sales Territory: _____ **Hire Date:** _____

Currency: US Dollar for US based RAMs;
Canadian Dollar for Canadian based RAMs. **Bridge Payment**
(*If eligible and subject to discretion of Plan Administrator)

Monthly TMR Quota: \$14,000 **\$ Amt/Mo.** **# of Months** **Total Amt**
Monthly Target Commission: \$5,500 \$1,250 4 \$5,000
Commission Rate: 39.3%

Booking Quota Ramp	
Ramp Month	Quota
Month 1	\$0
Month 2	\$1,000
Month 3	\$2,500
Month 4	\$7,000
Month 5	\$14,000

*Applicable for newly hired RAMs only.

Monthly Unit Bonus	
Units Sold	Bonus
6	\$500
8	\$750
10	\$1,000
12	\$1,250
14	\$1,500

% Quota Overachievement Bonus		
% of Quota	\$ Target	Payout
125%	\$17,500	\$1,000
150%	\$21,000	\$2,500
175%	\$24,500	\$3,500
200%	\$28,000	\$5,000
250%	\$35,000	\$7,500
300%	\$42,000	\$10,000
350%	\$49,000	\$12,500
400%	\$56,000	\$15,000
450%	\$63,000	\$17,500

*% of quota always applied against full quota, not ramp quota.

RAM Level	On-Net MTOBs	Off-Net MTOBs	Carrier Neutral Data Center	Cogent-Owned Data Center
RAM I	Can sell <u>all</u> products available in <u>regional</u> On-Net MTOBs	Can sell <u>all</u> products available in <u>regional</u> Off-Net locations	Can only sell FE or GE ports (L2 & L3) to Universities in territory, or corporate multi site ²	Can sell any L2 port, <u>L3 FE ports</u> , and all associated colocation products (rack, power, xconn) in <u>all</u> Cogent-owned Data Centers
RAM II	Can sell <u>all</u> products available in <u>regional</u> On-Net MTOBs	Can sell <u>all</u> products available in <u>regional</u> Off-Net locations	Can sell <u>FE and GE ports</u> in <u>regional</u> carrier neutral data centers	Can sell <u>FE and GE ports</u> in <u>all</u> Cogent-owned data centers
RAM III	Can sell <u>all</u> products available in <u>all</u> On-Net MTOBs	Can sell <u>all</u> products available in <u>all</u> Off-Net locations, but teaming is required for EU ports ³	Can sell <u>all</u> products available in <u>all</u> carrier neutral data centers	Can sell <u>all</u> products available in <u>all</u> Cogent-owned data centers
EU RAM	Can sell <u>all</u> products available in <u>all</u> On-Net MTOBs	Can sell <u>all</u> products available in <u>all</u> Off-Net locations, but teaming is required for NA ports ⁴	Can sell <u>all</u> products available in <u>all</u> carrier neutral data centers	Can sell <u>all</u> products available in <u>all</u> Cogent-owned data centers

¹MTOB = Multi-Tenant Office Building; ²Please refer to "Multi-Site Deals" in Sales ROE document;

³Ports that terminate in Europe; ⁴Ports that terminate in North America.

NOTICE: Only RAM III and EU RAMs may sell 10GE and Utility Computing, with no exceptions.

Sales Participant Signature: _____ Date: _____

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Appendix A: Rider

APPENDIX A: 2010 Cogent Sales Compensation Plan Rider - RAM III (Modification effective 8/1/2010)

Sales Participant Name: _____ **Plan Date:** January 1, 2010
Assigned Sales Territory: _____ **Hire Date:** _____

Currency: US Dollar for US based RAMs;
 Canadian Dollar for Canadian based RAMs.

Monthly TMR Quota: \$10,000 **Monthly Target Commission:** \$5,500 **Commission Rate:** 55.0% **Bridge Payment**
 (*If eligible and subject to discretion of Plan Administrator)

	<u>\$ Amt/Mo.</u>	<u># of Months</u>	<u>Total Amt</u>
	\$1,250	4	\$5,000

Booking Quota Ramp	
Ramp Month	Quota
Month 1	\$0
Month 2	\$1,000
Month 3	\$2,500
Month 4	\$5,000
Month 5	\$10,000

*Applicable for newly hired RAMs only.

Monthly Unit Bonus	
Units Sold	Bonus
6	\$500
8	\$750
10	\$1,000
12	\$1,250
14	\$1,500

Quota Overachievement Bonus		
% of Quota	\$ Target	Payout
150%	\$15,000	\$1,000
175%	\$17,500	\$2,500
200%	\$20,000	\$3,500
250%	\$25,000	\$5,000
300%	\$30,000	\$7,500
350%	\$35,000	\$10,000
400%	\$40,000	\$12,500
450%	\$45,000	\$15,000

*% of quota always applied against full quota, not ramp quota.

RAM Level	On-Net MTOBs	Off-Net	Carrier Neutral Data Center	Cogent-Owned Data Center
RAM I	Can sell <u>all</u> products available in <u>regional</u> On-Net MTOBs	Can sell <u>all</u> products available in <u>regional</u> Off-Net locations	Can only sell FE or GE ports (L2 & L3) to Universities in territory, or corporate multi site ²	Can sell any L2 port, L3 FE ports, and all associated colocation products (rack, power, xconn) in <u>all</u> Cogent-owned Data Centers
RAM II	Can sell <u>all</u> products available in <u>regional</u> On-Net MTOBs	Can sell <u>all</u> products available in <u>regional</u> Off-Net locations	Can sell FE and GE ports in <u>regional</u> carrier neutral data centers	Can sell FE and GE ports in <u>all</u> Cogent-owned data centers
RAM III	Can sell <u>all</u> products available in <u>all</u> On-Net MTOBs	Can sell <u>all</u> products available in <u>all</u> Off-Net locations, but teaming is required for EU ports ³	Can sell <u>all</u> products available in <u>all</u> carrier neutral data centers	Can sell <u>all</u> products available in <u>all</u> Cogent-owned data centers
EU RAM	Can sell <u>all</u> products available in <u>all</u> On-Net MTOBs	Can sell <u>all</u> products available in <u>all</u> Off-Net locations, but teaming is required for NA ports ⁴	Can sell <u>all</u> products available in <u>all</u> carrier neutral data centers	Can sell <u>all</u> products available in <u>all</u> Cogent-owned data centers

¹MTOB = Multi-Tenant Office Building; ²Please refer to "Multi-Site Deals" in Sales ROE document;

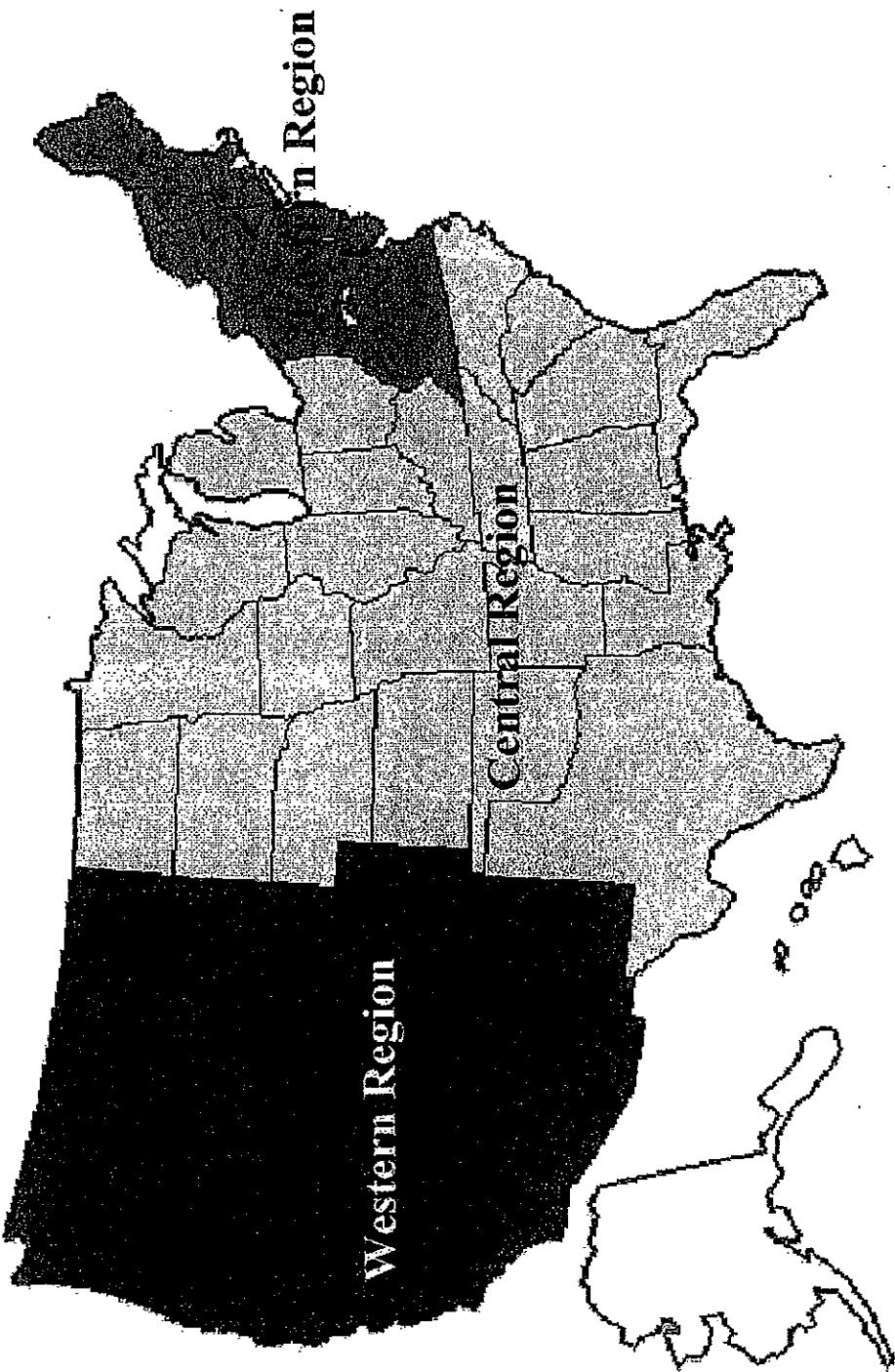
³Ports that terminate in Europe; ⁴Ports that terminate in North America.

NOTICE: Only RAM III and EU RAMs may sell 10GE and Utility Computing, with no exceptions.

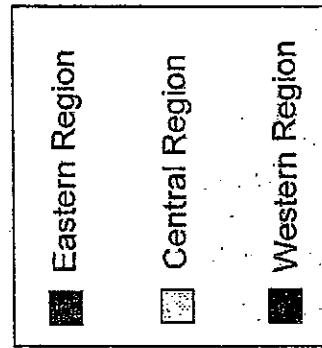
Sales Participant Signature: _____ Date: _____

Cogent Official Internet Sales Territory (Region) Map

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1. North American RAM III and all EU RAMs can sell into any lit market worldwide.
2. TOR RAM I & II can sell into Canadian markets only. Inside RAM I & II can sell into Canadian markets. North American Field RAM I & II can not sell into Canadian markets.
3. US Retention Acct Mgrs work all renewals except Canada (CA), and CA Retention Acct Mgrs work CA renewals only.



Cogent 4322

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